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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

9 JAY BURDETTE,

Plaintiff,

10 v.

11 TECH MAHINDRA (Americas), Inc.,
12 Defendants.

Case No. 2:16-cv-01151

DECLARATION OF
GREGOPRY M. SKIDMORE

13
14 I, GREGORY M. SKIDMORE, declare as follows:

- 15 1. I am counsel for Plaintiff Jay Burdette and I am competent to testify and make this
16 declaration regarding the following facts.
- 17 2. On February 12, 2016, Plaintiff served his first set of Interrogatories and Requests for
18 Production to Defendant.
- 19 3. On November 22, 2016, Defendant responded to Plaintiff's first set of interrogatories
20 and requests for production to Defendant Tech Mahindra (Americas), Inc.
- 21 4. Attached as **Exhibit A** is a true and correct copy of Defendant's Objections and
22 Responses to Plaintiff's first set of interrogatories and requests for production to
23 Defendant Tech Mahindra (Americas), Inc.
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- 1 5. On June 2, 2017, Defendant provided its supplemental responses to first set of
2 interrogatories and requests for production to Defendant Tech Mahindra (Americas),
3 Inc.
- 4 6. Attached as **Exhibit B** is a true and correct copy of Defendant's Objections and
5 Supplemental Responses to Plaintiff's first set of interrogatories and requests for
6 production to Defendant Tech Mahindra (Americas), Inc.
- 7 7. In response to Plaintiff's first set of Requests for Production, Defendant provided a
8 number of documents, but failed to identify which document was responsive to which
9 request.
- 10 8. On May 12, 2017, Plaintiff submitted his second set of discovery requests to
11 Defendant.
- 12 9. On June 12, 2017, Defendant responded to Plaintiff's second set of discovery requests.
- 13 10. Attached as **Exhibit C** is a true and correct copy of Defendant's Objections and
14 responses to Plaintiff's second set of interrogatories and requests for production to
15 Defendant Tech Mahindra (Americas), Inc.

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17
18 *I declare under penalty of perjury under the laws of the United States that the following is*
19 *true and correct. Executed this 30th day of June at Mercer Island, WA.*

20
21 /s/ Gregory M. Skidmore
Gregory M. Skidmore, WSBA No. 47462

Exhibit A

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JAY BURDETTE,

Plaintiff,

v.

TECH MAHINDRA (AMERICAS) INC.,

Defendant.

NO. 2:16-cv-01151-JLR

**DEFENDANT’S OBJECTIONS AND
RESPONSES TO PLAINTIFF’S
FIRST SET OF INTERROGATORIES
AND REQUESTS FOR
PRODUCTION**

I. GENERAL OBJECTIONS

This general response and these general objections are incorporated into each response below as if repeated and stated separately in each response. The assertion of the same, similar or additional objections or partial responses to any of Plaintiff’s interrogatories or document requests is not intended to waive any of these general objections to Plaintiff’s First Set of Interrogatories and Requests for Production, including the definitions and instructions herein (the “Requests”).

1. Defendant Tech Mahindra (Americas), Inc. (“Tech Mahindra”) objects to discovery of information and documents subject to a claim of privilege or otherwise immune from discovery, including without limitation information and documents protected by the attorney-client privilege or the work product doctrine.

1 2. Tech Mahindra objects to the Requests to the extent that they are unduly
2 burdensome or impose undue expense on Tech Mahindra. Tech Mahindra has provided
3 responses that are reasonable in light of the burden and expense of responding to the Requests.

4 3. Tech Mahindra objects to the Requests to the extent that they purport to require
5 Tech Mahindra to review an excessive number of documents in its files. Tech Mahindra will
6 use reasonable diligence to obtain and provide responsive, properly discoverable information
7 by examining those sources reasonably expected to yield such information.

8 4. Tech Mahindra objects to discovery of confidential and proprietary information
9 in the absence of an appropriate protective order concerning such information. Prior to the
10 entry of such an order, production of documents and information are made only pursuant to
11 Plaintiff's express agreement that such documents and information will be disclosed only to
12 Plaintiff and his counsel.

13 5. Tech Mahindra objects to the Requests to the extent that they seek information
14 that is unreasonably cumulative and duplicative, or that can be obtained from other sources that
15 are more convenient, less burdensome, and less expensive. Tech Mahindra objects to the
16 Requests to the extent that they seek facts, documents or information already known to or
17 equally available to Plaintiff.

18 6. Tech Mahindra objects to the Requests to the extent that they purport to include
19 within their scope documents or information not within the possession, custody or control of
20 Tech Mahindra, or in the possession of unidentified agents, persons, or entities acting on Tech
21 Mahindra's behalf.

22 7. Tech Mahindra objects to the Requests to the extent they seek to impose
23 obligations on Tech Mahindra that are greater than or inconsistent with the obligations imposed
24 by the Federal Rules of Civil Procedure, the Local Civil Rules, and applicable case law.

25 8. Tech Mahindra has not completed its investigation of the facts relating to this
26 action, nor has it completed discovery in preparation for trial. These responses are based on,
27 and are therefore necessarily limited by, the records and information still in existence, presently

1 recollected and thus far discovered and made available to defense counsel. Tech Mahindra
 2 reserves the right to rely on any facts, documents or other evidence that it may discovery or that
 3 may become available or come to its attention subsequent hereto. Tech Mahindra reserves the
 4 right to assert additional objections and to amend or supplement its responses to the Requests
 5 should Tech Mahindra discover additional grounds for objection or bases for response.

6 **II. SPECIFIC OBJECTIONS AND RESPONSES**
 7 **TO INTERROGATORIES AND REQUESTS FOR PRODUCTION**

8 **INTERROGATORY NO. 1:** Identify everyone who participated in answering or
 9 supplied information used in answering these discovery requests.

10 **ANSWER:** The following individuals supplied information used in answering these
 11 discovery requests: Amit Suryawanshi; Ravi Yelisetty; John Fellows; Amarnath Suru.

12 **INTERROGATORY NO. 2:** Please identify:

- 13 a) Defendant's address and phone number of the location where Plaintiff was
 14 employed;
 15 b) All locations at which Defendant does business in Washington State.

16 **ANSWER:** With respect to subpart a), Mr. Burdette worked at times remotely and at
 17 times onsite with a client located at 20205 North Creek Parkway, Bothell, Washington 98011.

18 With respect to subpart b), Tech Mahindra objects that this interrogatory requests
 19 information not relevant to any claim or defense in this action. Tech Mahindra further objects
 20 that the phrase "does business in Washington State" is vague and ambiguous to the extent that
 21 it calls for information beyond physical office locations of Tech Mahindra within this state.
 22 Subject to and without waiving the foregoing, Tech Mahindra states that it has physical
 23 locations at the following addresses in Washington State:

24 2001 6th Avenue, Suite 300
 25 Seattle, WA 98121

26 6801 185th Avenue NE, Suite 100
 27 Redmond, WA 98052

1 15809 Bear Creek Parkway
2 Redmond, WA 98052

3 **INTERROGATORY NO. 3:** Please state name, title, address, and business
4 telephone number of each person you believe has knowledge regarding the facts and
5 circumstances referred to in the Complaint.

6 **ANSWER:** Subject to and without waiving its General Objections, Tech Mahindra
7 states that the following individuals may have knowledge regarding some or all of the
8 allegations in Plaintiff's Complaint:

9 John Fellows, c/o undersigned counsel.

10 Ravi Yelisetty, contact information a matter of record.

11 Amit Suryawanshi, c/o undersigned counsel.

12 Dan Farr, c/o undersigned counsel.

13 Amarnath Suru, c/o undersigned counsel.

14 Jack Schuler, undersigned counsel.

15 Jay Burdette, c/o Plaintiff's counsel.

16 **INTERROGATORY NO. 4:** Please state Plaintiff's dates of employment with the
17 Defendant.

18 **ANSWER:** Mr. Burdette was employed by Tech Mahindra from on or about April 25,
19 2014 through on or about July 31, 2015.

20 **REQUEST FOR PRODUCTION NO. 1:** Please produce copies of any documents
21 that relate to your answer to the preceding interrogatory.

22 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
23 burdensome to the extent it requests a search for records somehow relating to Plaintiff's
24 employment by Tech Mahindra. Subject to and without waiving the foregoing and its General
25 Objections, Tech Mahindra has produced records relating to the commencement and
26 termination of Mr. Burdette's employment discovered by a reasonable search.
27

1 **REQUEST FOR PRODUCTION NO. 2:** Please produce the offer letter from
2 Defendant to Plaintiff, letter of termination of Plaintiff's employment, and any other records
3 and documents that may contain information related to Plaintiff's hire and termination from
4 employment with the Defendant.

5 **RESPONSE:** Tech Mahindra objects to this Request to the extent that it calls for
6 production of "other records and documents that may contain information related to Plaintiff's
7 hire and termination from employment" as requiring an overbroad and unduly burdensome
8 search for potentially responsive records. Tech Mahindra has produced documents and
9 communications relating to the commencement and termination of Mr. Burdette's employment
10 discovered by a reasonable search.

11 **REQUEST FOR PRODUCTION NO. 3:** Please produce Plaintiff's entire personnel
12 file.

13 **RESPONSE:** Tech Mahindra objects that the term "entire personnel file" is vague and
14 ambiguous. Without waiving the foregoing or its General Objections, Tech Mahindra has
15 produced documents relating to the commencement, terms, and termination of Mr. Burdette's
16 employment by Tech Mahindra discovered after a reasonable search, including Mr. Burdette's
17 application for employment, Tech Mahindra's offer of employment, agreements executed by
18 Mr. Burdette in connection with his employment by Tech Mahindra, and reviews of Mr.
19 Burdette's performance.

20 **INTERROGATORY NO. 5:** Please identify Plaintiff's job title and job duties during
21 his employment with the Defendant.

22 **ANSWER:** Mr. Burdette was employed as a System Architect. A Tech Mahindra
23 business record containing a general description of the role of a System Architect will be
24 produced. Mr. Burdette's specific responsibilities and duties varied, but primarily involved
25 data archiving processes relating to particular applications for a particular Tech Mahindra
26 customer.

1 **REQUEST FOR PRODUCTION NO. 4:** Please produce copies of any documents
2 that relate to your answer to the preceding interrogatory, including Plaintiff's job description
3 and any documents and records relating to Plaintiff's duties with the Defendant.

4 **RESPONSE:** Tech Mahindra incorporates its response to Interrogatory No. 5 above.
5 Tech Mahindra objects that the search for "any documents and records relating to Plaintiff's
6 duties with the Defendant" as overbroad and unduly burdensome, in that it would require
7 search for and production of all records of any and all tasks performed by Mr. Burdette during
8 the course of his employment. Subject to and without waiving the foregoing, Tech Mahindra
9 will produce a general job description for a System Architect, and has produced records
10 describing tasks performed by Mr. Burdette.

11 **REQUEST FOR PRODUCTION NO. 5:** Please produce any and all documentation
12 including without limitation, handbooks, emails, videos, manuals, notebooks, pamphlets and
13 posters, provided to or shown to Plaintiff at the time of hiring or during the course of Plaintiff's
14 employment with Defendant.

15 **RESPONSE:** Defendant objects that this request is overbroad, unduly burdensome,
16 and seeks information not relevant to any claim or defense in this action and/or not proportional
17 to the needs of the case. Subject to and without waiving the foregoing, copies of the Tech
18 Mahindra Associate Handbook have been produced at Bates numbers TM 000021-TM000193.

19 **REQUEST FOR PRODUCTION NO. 6:** Please produce any and all documentation
20 signed by Plaintiff at the time of hiring or during the course of Plaintiff's employment with
21 Defendant.

22 **RESPONSE:** Defendant objects to the request to the extent that it seeks all documents
23 signed by Plaintiff during the course of his employment, in that the search for such documents
24 would be unduly burdensome, and each document that may have been signed by Plaintiff in the
25 course of his employment does not, without more, bear any relevance to any claim or defense
26 in this action. Subject to and without waiving the foregoing, Tech Mahindra has produced
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1 copies of documents signed by Plaintiff in connection with the commencement of his
2 employment by Tech Mahindra discovered after a reasonable search.

3 **REQUEST FOR PRODUCTION NO. 7:** Please produce any and all correspondence
4 related to Plaintiff.

5 **RESPONSE:** Defendant objects to this request as vague, ambiguous, overbroad and
6 unduly burdensome. Mr. Burdette worked for Tech Mahindra for over one year. Each piece of
7 correspondence related to Mr. Burdette, broadly construed, includes all e-mail communication
8 sent to or from Mr. Burdette and all e-mail communications in which a passing reference is
9 made to Mr. Burdette. Such correspondence bears no relevance to the claims or defenses in
10 this action, and requiring production of all such correspondence would not be proportional to
11 the needs of the case. Subject to and without waiving the foregoing, Tech Mahindra has
12 produced correspondence relating to Plaintiff discovered after a reasonable search at Bates
13 numbers TM000195-199, TM000210-211, and TM000212-TM000552.

14 **REQUEST FOR PRODUCTION NO. 8:** Please produce any and all copies of
15 written or recorded statements made by Plaintiff.

16 **RESPONSE:** Defendant is unaware of responsive documents.

17 **REQUEST FOR PRODUCTION NO. 9:** Please produce any documents or tangible
18 communications containing information or evidence regarding Plaintiff that you reasonably
19 anticipate to present at the time of trial in this case.

20 **RESPONSE:** Tech Mahindra states that it has made no determination regarding the
21 documents or communications regarding Plaintiff that it intends to present at trial, and will
22 provide disclosures of such material as required, to the extent not otherwise produced in
23 response to these Requests, in accordance with applicable pretrial disclosure deadlines.

24 **REQUEST FOR PRODUCTION NO. 10:** Please produce all employee handbooks,
25 instruction manuals, operation manuals, and any other written policies and procedures of
26 Defendant for the past five years.

1 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
 2 burdensome, in its request for manuals and materials covering a period far broader than the
 3 total duration of Plaintiff's employment. Tech Mahindra further objects that the request for
 4 "instruction manuals, operation manuals, and any other written policies and procedures" is
 5 overbroad and unduly burdensome, is not proportional to the needs of the case, and seeks
 6 information not relevant to any claim or defense in this action. Subject to and without waiving
 7 the foregoing and its General Objections, Tech Mahindra has produced four versions of its
 8 Associate Handbook at Bates numbers Bates numbers TM 000021-TM000193.

9 **INTERROGATORY NO. 6:** Please list the name(s), phone number(s), and address(s)
 10 of individual who evaluated Plaintiff's performance during Plaintiff's employment with the
 11 Defendant and state whether they are still employed by the Defendant at the present time.

12 **ANSWER:** John Fellows, c/o undersigned counsel, and Ravi Yelisetty, whose contact
 13 information is known to Plaintiff. Mr. Fellows is employed by Tech Mahindra.

14 **INTERROGATORY NO. 7:** Please identify the person who made the decision to
 15 terminate Plaintiff's employment.

16 **ANSWER:** The decision that Plaintiff's services were no longer needed on the project
 17 to which he was assigned was made by Ravi Yelisetty. The decision to terminate Mr.
 18 Burdette's employment was made by Tech Mahindra's human resources department, consistent
 19 with Mr. Burdette's employment agreement.

20 **REQUEST FOR PRODUCTION NO. 11:** Please produce any documents or tangible
 21 communications related to Mr. Burdette's performance throughout his employment with
 22 Defendant.

23 **RESPONSE:** Tech Mahindra objects that the term "tangible communications" is vague
 24 and ambiguous. Tech Mahindra further objects that the phrase "related to Mr. Burdette's
 25 performance" renders this request overbroad and unduly burdensome, in that it encompasses all
 26 documents relating to any act taken by Mr. Burdette during the course of the term of his
 27 employment. Subject to and without waiving the foregoing and its general objections, Tech

1 Mahindra has produced documents relating to reviews of Mr. Burdette's employment
2 performance discovered after a reasonable search.

3 **REQUEST FOR PRODUCTION NO. 12:** Please produce any documents or tangible
4 communications related to the evaluation(s) of Plaintiff's performance.

5 **RESPONSE:** Tech Mahindra incorporates its objection and response to Request for
6 Production 11 above.

7 **REQUEST FOR PRODUCTION NO. 13:** Please provide all forms and checklists
8 used by Defendant, and/or made available to managers and/or supervisors, regarding the
9 procedures to follow when dealing with employee performance issues for 2015 and preceding
10 four years.

11 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
12 burdensome in its request for "forms and checklists" used and/or "made available" for "dealing
13 with employee performance issues" across a five year period. Tech Mahindra further objects
14 that this request seeks documents not relevant to any claim or defense in this action.

15 **INTERROGATORY NO. 8:** Please identify Defendant's employees who currently
16 perform duties that were performed during his employment with the Defendant. Please specify
17 those employees' national origin, race, and ages.

18 **ANSWER:** Tech Mahindra objects to the request for information relating to the age of
19 its employees as not relevant to any claim or defense in this action. Subject to and without
20 waiving the foregoing and its General Objections, Tech Mahindra states that no current Tech
21 Mahindra employee performs all the duties previously performed by Mr. Burdette. Some of
22 those duties are performed, in part, by Amarnath Suru, a Tech Mahindra employee. Tech
23 Mahindra will produce documents sufficient to show demographic information for Mr. Suru
24 subject to an anticipated protective order.

25 **INTERROGATORY NO. 9:** Please identify employees who were Plaintiff's
26 comparators during Plaintiff's employment with the Defendant. For purposes of this
27

1 interrogatory, the term "comparators" is intended to be interpreted broadly and in line with the
2 guidance provided in *Lauer v. Longevity Medical Clinic PLLC*, 2014 WL 5471983.

3 **ANSWER:** Tech Mahindra objects that this request is vague, ambiguous, and unduly
4 burdensome in its request for Tech Mahindra to identify "comparator" employees based upon
5 case law. Subject to and without waiving the foregoing, Tech Mahindra is willing to meet and
6 confer regarding the identity of appropriate "comparator" employees.

7 **REQUEST FOR PRODUCTION NO. 14:** Please produce personnel files of
8 Plaintiff's comparators. For purposes of this request of production, the term "comparators" is
9 intended to be interpreted broadly and in line with the guidance provided in *Lauer v. Longevity*
10 *Medical Clinic PLLC*, 2014 WL 5471983.

11 **RESPONSE:** Tech Mahindra objects that this request is vague, ambiguous, and unduly
12 burdensome in its request for Tech Mahindra to identify "comparator" employees based upon
13 case law and to produce their personnel files.

14 **INTERROGATORY NO. 10:** Please identify all employees in the State of
15 Washington who currently perform any of the following duties: (i) process and procedure
16 documentation; (ii) weekly program operations governance; (iii) vendor coordination; (iv)
17 vendor coordination; (iv) management of trouble tickets; (v) AOTS remedy ticket management;
18 (vi) business stakeholder communications; and (vii) daily run log and run book management.
19 Please identify national origin, race and ages of the employees who currently perform these
20 duties.

21 **ANSWER:** Tech Mahindra objects that this request is unduly burdensome in its
22 request that Tech Mahindra attempt to identify each employee who may perform some portion
23 of the duties listed in this Interrogatory, which are themselves vague and ambiguous. Tech
24 Mahindra further objects that the identity of employees who may perform such functions is not
25 relevant to the claims and defenses in this action.

1 **REQUEST FOR PRODUCTION NO. 15:** Please produce Defendant's
2 organizational chart.

3 **RESPONSE:** After reasonable inquiry, no documents responsive to this request are
4 within Tech Mahindra's possession, custody or control.

5 **REQUEST FOR PRODUCTION NO. 16:** Please produce Defendant's tax returns for
6 2015 and four preceding years.

7 **RESPONSE:** Tech Mahindra objects that this request seeks information not relevant to
8 the claims and defenses in this action. Tech Mahindra further objects that public policy
9 prohibits disclosure of its tax returns in the absence of compelling need, which is absent here.

10 **REQUEST FOR PRODUCTION NO. 17:** Please produce all monthly financial profit
11 and loss statements from January 1, 2014 to the present.

12 **RESPONSE:** Tech Mahindra objects that this request seeks information not relevant to
13 the claims and defenses in this action.

14 **REQUEST FOR PRODUCTION NO. 18:** Please produce any and all documents
15 related to all expert witnesses who you will call to testify or part of the opinion of an expert
16 who is to be called as an expert.

17 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
18 burdensome in its request for production of "any and all" all documents which might relate to a
19 particular witness or that witness's opinion. Tech Mahindra further objects to this request to
20 the extent it seeks production of documents protected from disclosure by Federal Rule of Civil
21 Procedure 26 or the work product doctrine. Subject to and without waiving the foregoing and
22 its General Objections, Tech Mahindra has not identified any expert witness with respect to this
23 matter, and thus has no substantive response at this time. This response will be supplemented,
24 if necessary, at the appropriate time subject to disclosure deadlines set by the Court.

25 **REQUEST FOR PRODUCTION NO. 19:** Please produce all documents which
26 describe, depict, or relate to the qualifications and expertise of each expert who you reasonably
27

1 anticipate will testify at the time of trial including the expert's resume or curriculum vitae, and
2 any listings of articles, books, manuscripts, or other such publications authored by that expert.

3 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
4 burdensome in its request for production of all documents which “describe, depict, or relate to”
5 the subject matter of the request, rather than seeking documents sufficient to show the same.
6 Tech Mahindra further objects to this request to the extent it seeks production of documents not
7 within Tech Mahindra’s possession, custody or control. Subject to and without waiving the
8 foregoing and its General Objections, Tech Mahindra has not identified any expert witness with
9 respect to this matter, and thus has no substantive response at this time. This response will be
10 supplemented, if necessary, at the appropriate time subject to disclosure deadlines set by the
11 Court.

12 **REQUEST FOR PRODUCTION NO. 20:** Please produce all documents or reports
13 prepared by any of Defendant's experts for trial, any notes or memoranda reflecting or
14 describing the expert's findings, opinions and conclusions, and any charts, graphs, computer
15 programs, or statistical summaries which the expert intends to utilize or rely upon at the time of
16 trial.

17 **RESPONSE:** Tech Mahindra objects to this request to the extent it seeks documents or
18 communications protected from disclosure by Federal Rule of Civil Procedure 26 and by the
19 work product doctrine. Tech Mahindra further objects to this request to the extent it seeks
20 production of documents not within Tech Mahindra’s possession, custody or control. Subject
21 to and without waiving the foregoing and its General Objections, Tech Mahindra has not
22 identified any expert witness with respect to this matter, and thus has no substantive response at
23 this time. This response will be supplemented, if necessary, at the appropriate time subject to
24 disclosure deadlines set by the Court.

25 **INTERROGATORY NO. 11:** Please identify all witnesses you believe have
26 knowledge regarding Plaintiff's employment with Defendant.

ANSWER: Tech Mahindra incorporates its objections and response to Interrogatory No. 3 above.

INTERROGATORY NO. 12: Please identify all experts that you intend to testify at trial.

ANSWER: As of the date of these responses, Tech Mahindra has not formed any intention to call any expert witness at trial. Tech Mahindra will supplement this interrogatory, if necessary, in accordance with applicable disclosure deadlines provided by the Court.

DATED: November 21, 2016.

SAVITT BRUCE & WILLEY LLP

By s/Matthew H. Rice

Matthew H. Rice, WSBA #44034

David N. Bruce, WSBA #15237

1425 Fourth Avenue Suite 800

Seattle, Washington 98101-2272

Telephone: 206.749.0500

Facsimile: 206.749.0600

Email: mrice@sbwLLP.com

Email: dbruce@sbwLLP.com


Attorneys for Tech Mahindra (Americas), Inc.

Certification

I have read and reviewed the foregoing interrogatories and hereby certify that the answers thereto are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 21 day of November, 2016, at Plano, Texas.



Amit Suryawanshi
Tech Mahindra (Americas) Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 22, 2016 the foregoing document was served via
Email/PDF and U.S. Mail on the following:

George O. Tamblyn
ADVOCATES LAW GROUP PLLC
2448 76th Avenue SE, Suite 100
Mercer Island, WA 98040
gtamblyn@advocateslg.com

Attorney for Plaintiff

DATED on November 22, 2016.


Gabriella Sanders

Exhibit B

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JAY BURDETTE,

Plaintiff,

v.

TECH MAHINDRA (AMERICAS) INC.,

Defendant.

NO.2:16-cv-01151-JLR

**DEFENDANT'S OBJECTIONS AND
SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

INTERROGATORY NO. 3: Please state name, title, address, and business telephone number of each person you believe has knowledge regarding the facts and circumstances referred to in the Complaint.

ANSWER: Subject to and without waiving its General Objections, Tech Mahindra states that the following individuals may have knowledge regarding some or all of the allegations in Plaintiff's Complaint:

John Fellows, c/o undersigned counsel.

Ravi Yelisetty, contact information a matter of record.

Amit Suryawanshi, c/o undersigned counsel.

Dan Farr, c/o undersigned counsel.

1 Amarnath Suru, c/o undersigned counsel.

2 Jack Schuler, undersigned counsel.

3 Jay Burdette, c/o Plaintiff's counsel.

4 **SUPPLEMENTAL ANSWER:** Tech Mahindra states that the following additional
5 individuals may have knowledge regarding some or all of the allegations in Plaintiff's
6 Complaint:

7 Sachin Khankoje, c/o undersigned counsel.

8 Arvind Dawande, c/o undersigned counsel.

9 Sanjay Singh, c/o undersigned counsel.

10 Namdev Mahadik, c/o undersigned counsel.

11 Sudipta Panda, c/o undersigned counsel.

12 Gail McMullin, formerly of Tech Mahindra.

13 Sunil Dandekar, formerly of Tech Mahindra Limited.

14 Based on its General Objections, Tech Mahindra is not identifying every person who
15 may have been included in any communication regarding, for example, the decision to
16 terminate Mr. Burdette, whom Plaintiff is in as good of a position to identify as Tech Mahindra.

17 **REQUEST FOR PRODUCTION NO. 1:** Please produce copies of any documents
18 that relate to your answer to the preceding interrogatory.

19 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly
20 burdensome to the extent it requests a search for records somehow relating to Plaintiff's
21 employment by Tech Mahindra. Subject to and without waiving the foregoing and its General
22 Objections, Tech Mahindra has produced records relating to the commencement and
23 termination of Mr. Burdette's employment discovered by a reasonable search.

24 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving Tech Mahindra's
25 prior objections, Tech Mahindra will produce additional documents, if any, discovered by a
26 reasonable search that assess whether to commence or terminate Mr. Burdette's employment or

1 support or execute those decisions. Tech Mahindra will not be producing additional documents
 2 that merely reference the fact of the commencement or termination of Mr. Burdette's
 3 employment but do not discuss, support, or execute the decisions to commence or terminate
 4 Mr. Burdette's employment. With respect to documents executing the decision to commence
 5 Mr. Burdette's employment, Tech Mahindra will be producing documents, if any, discovered
 6 by a reasonable search extending the offer of employment to Mr. Burdette, Mr. Burdette's
 7 acceptance, and related hiring and orientation documents provided to or received from Mr.
 8 Burdette.

9 **REQUEST FOR PRODUCTION NO. 2:** Please produce the offer letter from
 10 Defendant to Plaintiff, letter of termination of Plaintiff's employment, and any other records
 11 and documents that may contain information related to Plaintiff's hire and termination from
 12 employment with the Defendant.

13 **RESPONSE:** Tech Mahindra objects to this Request to the extent that it calls for
 14 production of "other records and documents that may contain information related to Plaintiff's
 15 hire and termination from employment" as requiring an overbroad and unduly burdensome
 16 search for potentially responsive records. Tech Mahindra has produced documents and
 17 communications relating to the commencement and termination of Mr. Burdette's employment
 18 discovered by a reasonable search.

19 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving Tech Mahindra's
 20 Prior objections, Tech Mahindra will produce additional documents, if any, discovered by a
 21 reasonable search that assess whether to commence or terminate Mr. Burdette's employment or
 22 support or execute those decisions. Tech Mahindra will not be producing additional documents
 23 that merely reference the fact of the commencement or termination of Mr. Burdette's
 24 employment but do not discuss, support, or execute the decisions to commence or terminate
 25 Mr. Burdette's employment. With respect to documents executing the decision to commence
 26 Mr. Burdette's employment, Tech Mahindra will be producing documents, if any, discovered

1 by a reasonable search extending the offer of employment to Mr. Burdette, Mr. Burdette's
2 acceptance, and related hiring and orientation documents provided to or received from Mr.
3 Burdette.

4 **REQUEST FOR PRODUCTION NO. 4:** Please produce copies of any documents
5 that relate to your answer to the preceding interrogatory, including Plaintiff's job description
6 and any documents and records relating to Plaintiff's duties with the Defendant.

7 **RESPONSE:** Tech Mahindra incorporates its response to Interrogatory No. 5 above.
8 Tech Mahindra objects that the search for "any documents and records relating to Plaintiff's
9 duties with the Defendant" as overbroad and unduly burdensome, in that it would require
10 search for and production of all records of any and all tasks performed by Mr. Burdette during
11 the course of his employment. Subject to and without waiving the foregoing, Tech Mahindra
12 will produce a general job description for a System Architect, and has produced records
13 describing tasks performed by Mr. Burdette.

14 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving Tech Mahindra's
15 prior objections, Tech Mahindra will produce additional documents, if any, discovered by a
16 reasonable search that purport to specifically identify or describe the job duties to be performed
17 by Mr. Burdette or someone in his position with his title. Tech Mahindra will not be producing
18 documents that merely reflect or happen to reference any task falling within Mr. Burdette's job
19 responsibilities.

20 **REQUEST FOR PRODUCTION NO. 7:** Please produce any and all correspondence
21 related to Plaintiff.

22 **RESPONSE:** Defendant objects to this request as vague, ambiguous, overbroad and
23 unduly burdensome. Mr. Burdette worked for Tech Mahindra for over one year. Each piece of
24 correspondence related to Mr. Burdette, broadly construed, includes all e-mail communication
25 sent to or from Mr. Burdette and all e-mail communications in which a passing reference is
26 made to Mr. Burdette. Such correspondence bears no relevance to the claims or defenses in

1 this action, and requiring production of all such correspondence would not be proportional to
 2 the needs of the case. Subject to and without waiving the foregoing, Tech Mahindra has
 3 produced correspondence relating to Plaintiff discovered after a reasonable search at Bates
 4 numbers TM000195-199, TM000210-211, and TM000212-TM000552.

5 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving Tech Mahindra's
 6 prior objections, Tech Mahindra will produce additional correspondence, if any, discovered by
 7 a reasonable search evaluating Plaintiff's performance or that assesses whether to commence or
 8 terminate Mr. Burdette's employment or support or execute those decisions. Tech Mahindra
 9 will not be producing additional correspondence that merely references the fact of the
 10 commencement or termination of Mr. Burdette's employment but does not discuss, support, or
 11 execute the decisions to commence or terminate Mr. Burdette's employment. With respect to
 12 documents executing the decision to commence Mr. Burdette's employment, Tech Mahindra
 13 will be producing documents, if any, discovered by a reasonable search extending the offer of
 14 employment to Mr. Burdette, Mr. Burdette's acceptance, and related hiring and orientation
 15 documents provided to or received from Mr. Burdette.

16 **INTERROGATORY NO. 7:** Please identify the person who made the decision to
 17 terminate Plaintiff's employment.

18 **ANSWER:** The decision that Plaintiff's services were no longer needed on the project
 19 to which he was assigned was made by Ravi Yelisetty. The decision to terminate Mr.
 20 Burdette's employment was made by Tech Mahindra's human resources department, consistent
 21 with Mr. Burdette's employment agreement.

22 **SUPPLEMENTAL ANSWER:** The decision that Plaintiff's services were no longer
 23 needed on the project to which he was assigned was based on feedback received from John
 24 Fellows and was made by Ravi Yelisetty in coordination with members of Tech Mahindra
 25 Limited including Sanjay Singh. The decision to terminate Mr. Burdette's employment was
 26
 27

1 made by Tech Mahindra's human resources department, consistent with Mr. Burdette's
2 employment agreement.

3 **REQUEST FOR PRODUCTION NO. 11:** Please produce any documents or tangible
4 communications related to Mr. Burdette's performance throughout his employment with
5 Defendant.

6 **RESPONSE:** Tech Mahindra objects that the term "tangible communications" is vague
7 and ambiguous. Tech Mahindra further objects that the phrase "related to Mr. Burdette's
8 performance" renders this request overbroad and unduly burdensome, in that it encompasses all
9 documents relating to any act taken by Mr. Burdette during the course of the term of his
10 employment. Subject to and without waiving the foregoing and its general objections, Tech
11 Mahindra has produced documents relating to reviews of Mr. Burdette's employment
12 performance discovered after a reasonable search.

13 **SUPPLEMENTAL RESPONSE:** Subject to and without waiving Tech Mahindra's
14 prior objections, Tech Mahindra will produce additional documents, if any, discovered by a
15 reasonable search constituting an evaluation of Plaintiff's performance.

16 **REQUEST FOR PRODUCTION NO. 5:** Please produce any documents or tangible
17 communications related to the evaluation(s) of Plaintiff's performance.

18 **RESPONSE:** Tech Mahindra incorporates its objection and response to Request for
19 Production 11 above.

20 **SUPPLEMENTAL RESPONSE:** Tech Mahindra incorporates its objection, response,
21 and supplemental response to Request for Production 11 above.

22 **INTERROGATORY NO. 8:** Please identify Defendant's employees who currently
23 perform duties that were performed during his employment with the Defendant. Please specify
24 those employees' national origin, race, and ages.

25 **ANSWER:** Tech Mahindra objects to the request for information relating to the age of
26 its employees as not relevant to any claim or defense in this action. Subject to and without

1 waiving the foregoing and its General Objections, Tech Mahindra states that no current Tech
2 Mahindra employee performs all the duties previously performed by Mr. Burdette. Some of
3 those duties are performed, in part, by Amarnath Suru, a Tech Mahindra employee. Tech
4 Mahindra will produce documents sufficient to show demographic information for Mr. Suru
5 subject to an anticipated protective order.

6 **SUPPLEMENTAL ANSWER:** Subject to and without waiving Tech Mahindra's
7 prior objections, Tech Mahindra provides the following information: Mr. Suru is Asian and of
8 Indian origin.

9 **INTERROGATORY NO. 11:** Please identify all witnesses you believe have
10 knowledge regarding Plaintiff's employment with Defendant.

11 **ANSWER:** Tech Mahindra incorporates its objections and response to Interrogatory
12 No. 3 above.

13 **SUPPLEMENTAL ANSWER:** Tech Mahindra incorporates its objections, response,
14 and supplemental response to Interrogatory No. 3 above.

15 **REQUEST FOR PRODUCTION NO. 15:** Please produce Defendant's
16 organizational chart.

17 **RESPONSE:** After reasonable inquiry, no documents responsive to this request are
18 within Tech Mahindra's possession, custody or control.

19 **SUPPLEMENTAL RESPONSE:** Tech Mahindra will produce organizational charts
20 for project Barracuda, discovered by a reasonable search.

1 DATED: June 2, 2017.

2 **SAVITT BRUCE & WILLEY LLP**

3
4 By s/Sarah Gohmann Bigelow

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15 Attorneys for Tech Mahindra (Americas), Inc.

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the State of Washington that on this date, I caused a true and correct copy of the foregoing document to be served on the following via **Email/PDF**:

Mr. George Tamblyn
Mr. Timothy Pauley
Mr. Gregory Skidmore
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- ☐ Via E-Filing
☐ Via Legal Messenger
☒ Via Email
☐ Via U.S. Mail
☐ Via Fax

Attorneys for Plaintiff Jay Burdette

DATED this 2nd day of June, 2017 at Seattle, Washington.


Gabriella Sanders

Exhibit C

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JAY BURDETTE,

Plaintiff,

v.

TECH MAHINDRA (AMERICAS) INC.,

Defendant.

NO. 2:16-cv-01151-JLR

**DEFENDANT’S OBJECTIONS AND
RESPONSES TO PLAINTIFF’S
SECOND SET OF
INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

I. OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

1. Defendant Tech Mahindra (Americas), Inc. (“Tech Mahindra”) objects to the definition of “you”, “yours”, “your”, and “Defendant” as set forth in the “Instructions” and “Definitions” of Plaintiff’s Second Set of Interrogatories and Requests for Production (“Requests”) as overbroad; Tech Mahindra only answers these Requests on its own behalf.

2. Tech Mahindra objects to the “Instructions” and “Definitions” to the extent they require Tech Mahindra to produce documents or information not within the possession, custody or control of Tech Mahindra.

3. Tech Mahindra objects to the “Instructions” and “Definitions” to the extent they seek to impose obligations on Tech Mahindra that are greater than or inconsistent with the obligations imposed by the Federal Rules of Civil Procedure, the Local Civil Rules, and applicable case law.

1 4. Tech Mahindra objects to the “Instructions” and “Definitions” to the extent they
2 seek the discovery of information and documents subject to a claim of privilege or otherwise
3 immune from discovery, including without limitation information and documents protected by
4 attorney-client privilege or the work product doctrine.

5 5. Tech Mahindra objects to the “Instructions” and “Definitions” to the extent that
6 they are unduly burdensome or impose undue expense on Tech Mahindra. Tech Mahindra has
7 provided responses that are reasonable in light of the burden and expense of responding to the
8 Requests.

9 6. Tech Mahindra objects to the definition of “identify” as set forth in the
10 “Definitions” as vague in that it requests the preparation of “a summary of [a document’s]
11 general contents, and anything else necessary, including indexing and reference methods to
12 enable a request for production to be based on the answer.”

13 **II. OBJECTIONS AND RESPONSES TO INTERROGATORIES AND** 14 **REQUESTS FOR PRODUCTION**

15 **INTERROGATORY NO. 13:** Please identify all employment-related court and/or federal or
16 state actions or claims you have been involved in as a party in the past 10 years and state the
17 following:

18 (a) the nature of the action or claim;

19 (b) court and case number; and

20 (c) contact information of the attorneys representing each party.

21 **ANSWER:** Tech Mahindra objects that this interrogatory seeks information outside the scope
22 of discovery as set forth in Federal Rule of Civil Procedure 26(b) in that the information it
23 seeks is not relevant to any party’s claim or defense. Tech Mahindra further objects that this
24 interrogatory is vague in its reference to all “employment-related court and/or federal or state
25 actions or claims.” Tech Mahindra further objects to this interrogatory as overbroad and
26 unduly burdensome in that it seeks identification of every “employment-related court and/or
27 federal or state actions or claims” in which Tech Mahindra has been a party in the past ten

years. Furthermore, to the extent Plaintiff seeks a compilation of filed court cases in which Tech Mahindra has been named as a defendant, this information is publically available.

INTERROGATORY NO. 14: Please state with particularity all facts supporting your affirmative defense that Plaintiff failed to mitigate his alleged losses.

ANSWER: Discovery is ongoing, and Tech Mahindra has not completed its investigation of the facts relating to this action; nor has it completed discovery in preparation for trial. In particular, the deadline for Tech Mahindra to disclose an expert to rebut the claims of Plaintiff's expert, Dr. Torelli, which form the basis for Plaintiff's alleged economic losses, has not yet passed. Tech Mahindra further objects that this interrogatory is vague in its reference to "all facts" and, depending on the intended meaning, overbroad and unduly burdensome.

Subject to and without waiving the foregoing, Tech Mahindra responds as follows:

Mr. Burdette rejected offers to continue his employment with Tech Mahindra and failed to indicate willingness or take indicated steps to secure another position within the company. After leaving Tech Mahindra, Mr. Burdette submitted applications to a number of companies in August of 2015 but appears to have made no proactive effort to seek employment after that. Mr. Burdette has not produced evidence demonstrating an attempt to obtain full-time replacement income after leaving Tech Mahindra. Furthermore, Mr. Burdette asserts he suffered "emotional injury" but did not engage in any treatment to mitigate such alleged injury.

REQUEST FOR PRODUCTION NO. 21: Please produce all documents that relate to your answer to the preceding Interrogatory.

RESPONSE: Tech Mahindra objects that discovery is ongoing and Tech Mahindra has not completed its investigation of the facts relating to this action; nor has it completed discovery in preparation for trial. Tech Mahindra further responds that the deadline for Tech Mahindra to disclose an expert to rebut the claims of Plaintiff's expert, Dr. Torelli, which form the basis for Plaintiff's alleged economic losses, has not yet passed. Subject to and without waiving the foregoing, Tech Mahindra has produced non-privileged documents relating to opportunities for Plaintiff to continue his employment with Tech Mahindra discovered after a reasonable search.

1 Other documents relating to Plaintiff's failure to mitigate his alleged losses have been produced
 2 by Plaintiff or are in Plaintiff's possession, custody, or control and have not been produced in
 3 response to requests for such documents.

4 **INTERROGATORY NO. 15:** Please state with particularity all facts or costs of the
 5 Barracuda project relied upon by Ravi Yellisetty in making his "business judgment" that
 6 terminating Plaintiff's employment would be "effective in terms of both service to the customer
 7 and cost" as stated in your EEOC position statement.

8 **ANSWER:** Tech Mahindra objects that this interrogatory is vague in its reference to "all facts
 9 or costs" and, depending on the intended meaning, overbroad and unduly burdensome. Tech
 10 Mahindra further objects that insofar as it seeks information about the individual thought
 11 process of a former employee, the information is not in Tech Mahindra's possession, custody,
 12 or control. Plaintiff has already deposed Mr. Yellisetty and had an opportunity to obtain this
 13 information from Mr. Yellisetty. Subject to and without waiving the foregoing, Tech Mahindra
 14 responds as follows:

15 During the decision-making process to remove Mr. Burdette from project Barracuda, it
 16 was estimated that Tech Mahindra could save approximately \$60,000 by eliminating Mr.
 17 Burdette's position and re-assigning most of his job duties to an off-shore team. It was
 18 determined that Mr. Burdette's job duties could be performed just as effectively for AT&T by
 19 an off-shore team, at lower cost.

20 **REQUEST FOR PRODUCTION NO. 22:** Please produce all documents related to your
 21 answer to the preceding Interrogatory including but not limited to all data that show the costs of
 22 the Barracuda project before and after Plaintiff's termination from your employ and the alleged
 23 "cost savings."

24 **RESPONSE:** Tech Mahindra objects that this request is vague in its reference to "all data"
 25 showing "the costs of the Barracuda project before and after Plaintiff's termination" and,
 26 depending on the intended meaning, overbroad and unduly burdensome. Subject to and
 27 without waiving the foregoing, Tech Mahindra will produce additional non-privileged

documents, if any, discovered by a reasonable search that assess whether to terminate Mr. Burdette's employment, including documents estimating the costs to be saved by eliminating Mr. Burdette from the Barracuda project.

INTERROGATORY NO. 16: Please identify every employee of yours put "on the bench" from January 1, 2015 until December 31, 2015 and indicate whether each employee secured comparable employment with you while "on the bench."

ANSWER: Tech Mahindra objects that this request is vague in its use of the undefined term "on the bench." Tech Mahindra also objects that this request is unduly burdensome in that it would require Tech Mahindra to individually research all employees removed from any project in 2015, determine if they secured employment on a new project with Tech Mahindra, and assess whether their new role was "comparable" to their prior role. Given the requested information's questionable relevance and importance to the issues, and the burden and expense of the proposed discovery, the information requested is not discoverable. Subject to and without waiving the foregoing, Tech Mahindra is willing to meet and confer regarding the information requested and review whether a subset of or proxy for the information that is less burdensome is reasonably accessible.

REQUEST FOR PRODUCTION NO. 23: Please produce all documents related to your answer to the preceding Interrogatory.

RESPONSE: Tech Mahindra incorporates its response to Interrogatory No. 16 above. Tech Mahindra further objects to this request as vague in its reference to every document "related" to the employees described and, depending on the intended meaning, overbroad and unduly burdensome. This would include the production of documents that are not relevant to this case such as letters to other employees providing notification of removal from a project. Based on the foregoing objections, Tech Mahindra is not producing any documents in response to this request.

REQUEST FOR PRODUCTION NO. 24: Please produce the entire Tata AIG General Insurance Company Ltd. Policy No. 2302002258 including the applicable declarations page

1 and any other insurance policy you are named in as an insured that provides coverage for
2 employment related claims.

3 **RESPONSE:** Subject to and without waiving the foregoing, Tech Mahindra will produce the
4 insurance agreements, if any, under which an insurance business may be liable to satisfy all or
5 part of a possible judgment in this action or to indemnify or reimburse for payments made to
6 satisfy the judgment as set forth in FRCP 26(a)(1)(A)(iv).

7 **REQUEST FOR PRODUCTION NO. 25:** Please produce the contracts between you and
8 AT&T for the Barracuda project and all drafts, work orders, or addendums thereto that were in
9 effect during Plaintiff's employment with you.

10 **RESPONSE:** Tech Mahindra objects that this request seeks documents outside the scope of
11 discovery as set forth in Federal Rule of Civil Procedure 26(b) because, for example, the
12 "contracts between" Tech Mahindra and "AT&T for the Barracuda project" and other requested
13 documents are not relevant to any party's claim or defense. Based on the foregoing objection,
14 Tech Mahindra is not producing any documents in response to this request.

15 **REQUEST FOR PRODUCTION NO. 26:** Please produce all correspondence between you
16 and Derrick Keller and/or Jay Collins, contractors at AT&T, from July 1, 2015 through
17 December 31, 2015 related to Plaintiff or the work he performed prior to his termination.

18 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly burdensome in
19 that it seeks every piece of correspondence between Tech Mahindra and Keller and Collins
20 "related to Plaintiff" or "the work he performed" from July 1, 2015 through December 31,
21 2015. Tech Mahindra further objects that this request seeks documents outside the scope of
22 discovery as set forth in Federal Rule of Civil Procedure 26(b) because it seeks documents after
23 Mr. Burdette's termination that are not relevant to any party's claim or defense. Subject to and
24 without waiving the foregoing, Tech Mahindra will produced additional correspondence, if any,
25 between Tech Mahindra and Keller or Collins discovered by a reasonable search that assess
26 whether to commence or terminate Mr. Burdette's employment or support or execute those
27 decisions, which by definition does not include any correspondence after August 2015. Tech

1 Mahindra will not be producing additional documents that merely reference the fact of the
2 commencement or termination of Mr. Burdette's employment but do not discuss, support, or
3 execute the decisions to commence or terminate Mr. Burdette's employment. With respect to
4 documents executing the decision to commence Mr. Burdette's employment, Tech Mahindra
5 will be producing documents, if any, discovered by a reasonable search extending the offer of
6 employment to Mr. Burdette, Mr. Burdette's acceptance, and related hiring and orientation
7 documents provided to or received from Mr. Burdette.

8 **REQUEST FOR PRODUCTION NO. 27:** Please produce all documents submitted to or
9 received from the Office of Federal Contract Compliance Programs (OFCCP) regarding
10 affirmative action or equal employment opportunity compliance or non-compliance by you and
11 any compliance evaluations or investigations conducted by OFCCP or any other documents
12 manifesting the statistical analysis of the race or national origin of your employees during the
13 past 5 years..

14 **RESPONSE:** Tech Mahindra objects that this request is overbroad and unduly burdensome in
15 that it seeks documents outside the scope of discovery as set forth in Federal Rule of Civil
16 Procedure 26(b) because, for example, it seeks documents about every other employee at Tech
17 Mahindra and "affirmative action or equal employment opportunity compliance," that are not
18 relevant to or tailored to any party's claim or defense. Tech Mahindra further objects that this
19 request is vague in its reference to documents "manifesting the statistical analysis" of other
20 employees' race or national origin. Based on the foregoing objection, Tech Mahindra is not
21 producing any documents in response to this request.

22 **REQUEST FOR PRODUCTION NO. 24:** Please produce all statements of witnesses
23 whether made under oath or not concerning any of the allegations in the Complaint or any of
24 the averments or defenses in your Answer.

25 **RESPONSE:** After reasonable inquiry and search, no documents responsive to this request are
26 within Tech Mahindra's possession, custody or control.

1 **REQUEST FOR PRODUCTION NO. 25:** Please produce all documents received in
2 response to subpoenas issued to Double Down Holding Company, LLC, Open Road RV, LLC,
3 and Archive Solution Providers, LLC.

4 **RESPONSE:** Tech Mahindra will produce responsive documents.

5
6 DATED: June 12, 2017.

7 **SAVITT BRUCE & WILLEY LLP**

8
9 By s/Sarah Gohmann Bigelow

10 David N. Bruce, WSBA #15237

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20
21 Attorneys for Tech Mahindra (Americas), Inc.

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the State of Washington that on this date, I caused a true and correct copy of the foregoing document to be served on the following via **Email/PDF**:

Mr. George Tamblyn
Mr. Timothy Pauley
Mr. Gregory Skidmore
MERCER ISLAND LAW GROUP, PLLC
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- ☐ Via E-Filing
☐ Via Legal Messenger
☒ Via Email
☐ Via U.S. Mail
☐ Via Fax

Attorneys for Plaintiff Jay Burdette

DATED this 12th day of June, 2017 at Seattle, Washington.


Gabriella Sanders